



CITY OF SPARTA
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www.sparta-tn.gov

AGENDA

BOARD OF MAYOR AND ALDERMEN

Thursday, February 15, 2024 - 5:00 PM
Sparta City Hall, 2nd Floor

Presentation of a Proclamation to White County FFA.

1. Approval of the Minutes of the February 1, 2024 regular meeting.

ORDINANCES

2. Public hearing regarding Ordinance No. 24-969, an Ordinance authorizing the rezoning of 305 S. Young Street from (R-A) Residential "A" to (C-D) Commercial "D". This was approved by the Sparta Planning Commission on January 2, 2024.
3. Ordinance No. 24-969, an Ordinance authorizing the rezoning of 305 S. Young Street from (R-A) Residential "A" to (C-D) Commercial "D", on second and final reading. This was approved by the Sparta Planning Commission on January 2, 2024.
4. Ordinance No. 24-970, an Ordinance to establish an updated occupational safety and health program plan, devise rules and regulations, and to provide for a safety director and the implementation of such program plan, on second and final reading. (TN Dept of Labor & Workforce Required).
5. Ordinance No. 24-971, an Ordinance to make amendments to Title 12, Chapter 4 of the Sparta Municipal Code pertaining to Residential Sprinklers, on second and final reading.
6. Ordinance No. 24-972, an Ordinance to Amend Title 18, Chapter 1, paragraph 18-107, subparagraph (4), protection of treatment plant effluent, Table "A" (setting a permanent location of posted limits) pertaining to the Sparta Industrial Pretreatment Program, on first reading.
7. Ordinance No. 24-973, an Ordinance amending Title 5 of the Sparta Municipal Code by adding Chapter 7, adopting and levying Hotel / Motel Tax, on first reading.

RESOLUTIONS

8. Resolution No. 24-592, a resolution authorizing and establishing an auxiliary police officer program for the City of Sparta, Tennessee.

LEASES AND CONTRACTS

9. Approve Senior Citizens Center lease agreement.



PURCHASING

10. Approve the purchase of a Kohler Power Systems 550 generator for the water plant on GovDeals in the amount of \$73,500.00. (Allowed by TCA 12-2-421)

MISCELLANEOUS

11. Department heads reports.
12. Other NEW business.
13. UNFINISHED business.
14. Citizen Comments from Sparta Citizens (3minute limit).
15. Adjourn.

The City of Sparta is an equal opportunity provider and employer.

MINUTES

February 1, 2024

The Board of Mayor and Aldermen of the City of Sparta, White County, Tennessee, met in a scheduled meeting at Sparta City Hall, at 5:00 PM on the 4th day of January 2024, with Mayor Jerry Lowery presiding.

<u>Members Present</u>	<u>Members Absent</u>
Vice-Mayor Bobby Officer	
Alderman Jim Floyd	
Alderman Brian Jones	
Alderman Travis McBride	
Alderman Judy Payne	
Alderman Brent Young	

Status of other city staff members were:

Tonya R. Tindle	City Administrator / City Recorder	Present
Dillard Quick	Public Works Director	Present
Caroline Sapp	City Attorney	Present
Nick Dunn	Police Chief	Present
Kirk Young	Fire Chief	Present
Mike O'Neal	Codes Enforcement	Present
Tonia Wilson	Finance Director	Absent
Belva Bess	Electric Manager	Present

A quorum was present and notice had been previously mailed to all members and the news media. Mayor Lowery called the meeting to order. Travis McBride opened with a prayer. Robert Officer led the Pledge of Allegiance by request of the mayor.

There was a motion by Alderman Payne with a second by Alderman McBride to approve the minutes of the January 4, 2024 regular called meeting which had been previously mailed to all board members and read by each member prior to the meeting. All voted "Aye" by voice vote. Motion passed.

Mayor Lowery ministered the Oath of Office to patrolman Devin Moore.

There was a motion by Vice-Mayor Officer with a second by Alderman Floyd to approve Ordinance No. 24-969 on first reading, an Ordinance authorizing the rezoning of 305 S. Young Street from (R-A) Residential "A" to (C-D) Commercial "D". This was approved by the Sparta Planning Commission on January 2, 2024. The roll call was as follows:

Alderman Floyd.....	Yes
Alderman Jones.....	Yes
Alderman McBride.....	Yes
Vice-Mayor Officer.....	Yes
Alderman Payne.....	Yes
Alderman Young.....	Yes
Mayor Lowery.....	Yes
The motion passed.	

There was a motion by Vice-Mayor Officer with a second by Alderman Payne to approve Ordinance No. 24-970 on first reading, an Ordinance to establish an updated occupational safety and health program plan, devise rules and regulations, and to provide for a safety director and the implementation of such program plan:

Alderman Floyd.....	Yes
Alderman Jones.....	Yes
Alderman McBride.....	Yes
Vice-Mayor Officer.....	Yes
Alderman Payne.....	Yes
Alderman Young.....	Yes
Mayor Lowery.....	Yes
The motion passed.	

There was a motion by Alderman Floyd with a second by Alderman Young to approve Ordinance No. 24-971 on first reading, an Ordinance to make amendments to Title 12, Chapter 4 of the Sparta Municipal Code pertaining to Residential Sprinklers:

Alderman Floyd.....	Yes
Alderman Jones.....	Yes
Alderman McBride.....	Yes
Vice-Mayor Officer.....	Yes
Alderman Payne.....	Yes
Alderman Young.....	Yes
Mayor Lowery.....	Yes
The motion passed.	

There was a motion by Vice-Mayor Officer with a second by Alderman Young to approve Resolution No. 24-590, a resolution to sell certain items on GovDeals. The roll call was as follows:

Alderman Floyd.....	Yes
Alderman Jones.....	Yes
Alderman McBride.....	Yes
Vice-Mayor Officer.....	Yes
Alderman Payne.....	Yes
Alderman Young.....	Yes
Mayor Lowery.....	Yes
The motion passed.	

There was a motion by Alderman Floyd with a second by Alderman McBride to approve Resolution No. 24-591, a resolution to amend the Human Resource Manual, Section XI adding Part R, pertaining to GPS in City Vehicles. The roll call was as follows:

Alderman Floyd.....	Yes
Alderman Jones.....	Yes
Alderman McBride.....	Yes
Vice-Mayor Officer.....	Yes
Alderman Payne.....	Yes
Alderman Young.....	Yes
Mayor Lowery.....	Yes
The motion passed.	

There was a motion by Alderman Floyd with a second by Alderman Payne to approve the Statement of Work with Patterson & Dewar Engineers, Inc. for HMI (Human-Machine interface) & Alarm at Substation RTAC and SMS gateway that will send text messages on alarm conditions, in the amount of \$19,500. The roll call was as follows:

Alderman Floyd.....	Yes
Alderman Jones.....	Yes
Alderman McBride.....	Yes
Vice-Mayor Officer.....	Yes
Alderman Payne.....	Yes
Alderman Young.....	Yes
Mayor Lowery.....	Yes

The motion passed.

There was a motion by Alderman Floyd with a second by Alderman Payne to approve the solicitation of applications for the position of truck driver for the Street department. All voted "Aye" by voice vote. Motion passed.

There was a motion by Vice-Mayor Officer with a second by Alderman Young to approve the application for volunteer firefighter, Dalton Wilson. All voted "Aye" by voice vote. Motion passed.

There was a motion by Alderman Floyd with a second by Alderman Payne to approve the Finance Director's financials. All voted "Aye" by voice vote. Motion passed.

There was a motion by Alderman Payne with a second by Alderman Young to approve the purchase of 100 tons of salt from Morton Salt in the amount of \$11,513.00. The roll call was as follows:

Alderman Floyd.....	Yes
Alderman Jones.....	Yes
Alderman McBride.....	Yes
Vice-Mayor Officer.....	Yes
Alderman Payne.....	Yes
Alderman Young.....	Yes
Mayor Lowery.....	Yes
The motion passed.	

There was a motion by Vice-Mayor Officer with a second by Alderman Payne to approve the street light request on Sugar Hill Drive. All voted "Aye" by voice vote. Motion passed.

Department heads placed their reports in the agenda and Aldermen asked questions.

No citizens comments were heard.

No additional items were discussed.

There being no further business, there was a motion to adjourn by Alderman Payne with a second by Alderman Young. All voted "Aye" by voice vote. Motion passed. The meeting was adjourned at 5:16 P.M.

Read and approved this _____ day of _____, 2023

Jerry Lowery, Mayor

ATTEST

Tonya R. Tindle, City Recorder

AGENDA ITEM #2

NOTICE OF PUBLIC HEARING

The Sparta Board of Mayor and Aldermen will hold a public hearing on Thursday, February 15, 2024 at 5:00 p.m. at Sparta City Hall concerning an amendment to the Sparta Zoning Map. The proposed amendment is to change the zoning of property at 305 S. Young Street (parcel 072.00 on Tax Map 0059H, Group B) from Residential R-A to Commercial C-D. The request was submitted by Jignesh K. Patel. The public is invited to attend.

AGENDA ITEM #3

ORDINANCE

AN ORDINANCE AUTHORIZING THE REZONING OF 305 SOUTH YOUNG STREET FROM (R-A) RESIDENTIAL "A" TO (C-D) COMMERCIAL "D"	ORDINANCE # 24-969
	Requested By: Sparta Municipal Planning Commission
	Prepared By:
	Approved as to form and correctness: _____ (City Attorney)
	Passed 1 st Reading: February 1, 2024
	Passed 2 nd Reading:
	Minute Book Page

WHEREAS, the Sparta Board of Mayor and Aldermen, in accordance with Section 13-7-203 and 13-7-204 of the Tennessee Code Annotated, may from time to time, amend the zoning ordinance and related maps; and

WHEREAS, the Sparta, Tennessee Municipal Planning Commission met on January 2, 2024 and voted to recommend to the Board of Mayor and Aldermen that the Zoning Map of Sparta, Tennessee be changed from R-A to C-D for a certain parcel of property; and

WHEREAS, the Sparta, Tennessee Board of Mayor and Aldermen held a public hearing on February 15, 2024, after adequate public notice; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPARTA, TENNESSEE THAT:

Section 1. The Zoning Map, Sparta, Tennessee March 2012" is hereby amended by changing the zoning classification of property on 305 S. Young St (parcel 072.00 on Tax Map 059H, Group B) from Residential R-A to Commercial C-D and;

Section 2. This ordinance shall take effect upon final passage, subsequent to a necessary public hearing, the public welfare requiring it.



Map/Data For Illustrative Purposes Only.

City of Sparta is not responsible for misuse, misinterpretation, or inaccuracy of data.

Not a substitute for OneCall.

12/13/2023

Proposed Rezoning

305 S Young St

Map: 059H Group: B Parcel: 072.00

R-A to C-D



1 inch = 200 feet

AGENDA ITEM #4

Tonya Tindle

To: Ashley Dugan
Subject: RE: TOSHA request for updated safety and health plan

From: Ashley Dugan
Sent: Tuesday, September 5, 2023 1:02 PM
To: Brad Hennessee <b.hennessee@spartatn.gov>; l.jeffries@spartatn.gov
Subject: TOSHA request for updated safety and health plan

Good afternoon. We are needing an updated safety and health plan for Sparta. The most recent plan we have is dated September 2016. I have attached the plan to this e-mail. You are required to update your plan at least every 7 years and whenever there are changes. I have included a blank plan (ordinance) and a blank org chart. Please let me know if you have any questions about what is needed.

Thank you,



Labor & Workforce
Development

Ashley Dugan | Public Sector Manager
Tennessee OSHA
220 French Landing Drive, Floor-3A
Nashville, TN 37243
p. 615-253-6672 f. 615-741-3325
Ashley.Dugan@tn.gov
www.tnosha.gov

ORDINANCE

<p style="text-align: center;">ORDINANCE TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN</p>	ORDINANCE # 24-970
	Requested By: TN Dept of Labor & Workforce Dev
	Prepared By:
	Approved as to form and correctness:
	_____ (City Attorney)
	Passed 1 st Reading: <u>February 1, 2024</u>
	Passed 2 nd Reading:
	Minute Book Page

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the Sparta Board of mayor and Aldermen hereby updates the Occupational Safety and Health Program Plan for our employees.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SPARTA that Title 4, Chapter 4 of the Sparta Municipal Code pertaining to the Occupational Safety and Health program is hereby amended as follows:

SECTION 1:

The current wording of Title 4, Chapter 4 of the Sparta Municipal Code is hereby deleted in its entirety and replaced with the following wording:

4-401. Creation. This section shall be known as “The Occupational Safety and Health Program Plan” for the employees of the City of Sparta.

4-402. Purpose. The City of Sparta in electing to update the established Program Plan and will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

- 1) Provide a safe and healthful place and condition of employment that includes:
 - a) Top Management Commitment and Employee Involvement;
 - b) Continually analyze the worksite to identify all hazards and potential hazards;

- c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
- d) Train managers, supervisors, and employees to understand and deal with worksite hazards.

2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.

3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.

4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.

5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.

6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.

7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this Program Plan.

4-402. Coverage. The provisions of the Occupational Safety and Health Program Plan for the employees of the City of Sparta shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal or permanent.

4-403. Standard Authorized. The Occupational Safety and Health standards adopted by the City of Sparta are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

4-404. Variances. Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, the City of Sparta may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, the city administrator will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

4-405. Administration. For the purposes of this ordinance, the city administrator for the City of Sparta is designated as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Director shall develop a plan of

operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

4-406. Funding the Program. Sufficient funds for administering and staffing the Program Plan pursuant to this ordinance shall be made available as authorized by the Sparta Board of Mayor and Aldermen.

4-407. Severability. If any section, sub-section, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

AMENDMENTS, ETC:

SECTION 3. BE IT FURTHER ORDAINED that this ordinance shall take effect from and after the date it shall have been passed by the Sparta Board of mayor and Aldermen, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of the City of Sparta requiring it.

Passed 1st reading _____, 20__

Passed 2nd reading _____, 20__

Publication date _____, 20__

CITY OF SPARTA

Jerry Lowery, Mayor

ATTEST:

Tonya R. Tindle, City Recorder

AGENDA ITEM #5

ORDINANCE

AN ORDINANCE TO MAKE AMENDMENTS TO TITLE 12 CHAPTER 4 OF THE SPARTA MUNICIPAL CODE PERTAINING TO RESIDENTIAL SPRINKLERS	ORDINANCE # 24-971
	Requested By:
	Prepared By: Codes Enforcement Officer
	Approved as to form and correctness:
	_____ (City Attorney)
	Passed 1 st Reading: <u>February 1, 2024</u>
	Passed 2 nd Reading:
Minute Book	Page

SECTION 2 - Title 12 of the Sparta Municipal Code is hereby amended as follows:

1. **Paragraph 12-401.**

Paragraph 12-403 is hereby amended adding the following wording:

12-401. Residential code adopted. Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of regulating the construction, alteration, repair, use, occupancy, location, maintenance, removal, and demolition of every building or structure or any residential structure, the International Residential Code, 2018 edition developed and published by International Code Council, is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the residential code. Single family dwellings shall be exempt from the requirement of an automatic sprinkler.

2. **Paragraph 12-403.**

Paragraph 12-403 is hereby deleted in its entirety and replaced with the following wording:

12-403. Code Sections Not Included. Part II, Chapter R108, Fees, Part II, Chapter R112, Board of Appeals, N1103.3.3 (R403.3.3) Duct Testing (Mandatory), and N1102.4.1.2 (R402.4.1.2) Testing are hereby excluded from adoption by this ordinance.

SECTION III. This ordinance shall become effective immediately upon final adoption thereof, the public welfare requiring it.

AGENDA ITEM #6

ORDINANCE

AN ORDINANCE TO AMEND TITLE 18, CHAPTER 1, PARAGRAPH 18-107, SUBPARAGRAPH (4), PROTECTION OF TREATMENT PLANT EFFLUENT, TABLE "A" (SETTING A PERMANENT LOCATION FOR POSTED LIMITS) PERTAINING TO THE SPARTA INDUSTRIAL PRETREATMENT PROGRAM	ORDINANCE # 24-972
	Requested By: Sewer Division / Public Works Dept.
	Prepared By: City Administrator
	Approved as to form and correctness: <hr/> <div>(City Attorney)</div>
	Passed 1 st Reading:
	Passed 2 nd Reading:
	Minute Book Page

WHEREAS, the Sparta Public Works Department has to modify its industrial pretreatment limits from time to time for updated headworks protection criteria and local industrial user limits. This change results from updated calculations based on predicted municipal and industrial wastewater flows; and,

WHEREAS, the treatment facility must comply with NPDES permit # TN0061166 and pass-through limits issued by TDEC (Tennessee Department of Environment and Conservation).

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF SPARTA, TENNESSEE THAT:

SECTION I. This section well be reflected in the City's Municipal Code, Title 18, Water and Sewers, paragraph 18-107, subparagraph (4), Protection of Treatment Plant Effluent, Table A. The current plant protection limits listed in Title 18, Chapter 1, paragraph 18-107(4), Table A, page 18-25 are hereby deleted and replaced with the following:

Table "A" - Plant Protection Parameters, relation to the "local limits" as set forth in the Tennessee Code 0400-40-14 will be updated as needed and placed permanently at the Sparta City Hall, Sparta Public Works, Sparta Wastewater Plant and the City's official website for viewing by the public.

SECTION II. The provisions of this ordinance become effective immediately upon adoption, the public welfare requiring it.

Passed 1st reading _____, 2024

Passed 2nd reading _____, 2024

Publication date _____, 2024

CITY OF SPARTA

Jerry Lowery, Mayor

ATTEST:

Tonya R. Tindle, City Recorder

AGENDA ITEM #7

ORDINANCE

AN ORDINANCE AMENDING THE SPARTA MUNICIPAL CODE TITLE 5 BY ADDING THERETO A CHAPTER 7 ADOPTING AND LEVYING A TAX ON THE PRIVILEGE OF OCCUPANCY OF A HOTEL AND ADOPTING THE MANNER OF COLLECTING AND ADMINISTERING THE TAX	ORDINANCE # 24-973
	Requested By: Mayor & Board of Alderman
	Prepared By: City Administrator
	Approved as to form and correctness: <div>(City Attorney)</div>
	Passed 1 st Reading:
	Passed 2 nd Reading:
	Minute Book Page

WHEREAS, The City of Sparta Municipal Code, Title 5 is hereby amended, adding Chapter 7, which shall be adopted and reads as follows:

Section I.

5-701. Short Title.

This chapter shall be known and cited as the Sparta Hotel/Motel Tax Ordinance,

5-702. Definitions.

As used in this chapter, unless the context otherwise requires:

(1) Consideration means the consideration charged, whether or not received, for the occupancy in a hotel valued in money whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits, property and services of any kind or nature without any deduction therefrom whatsoever; provided, however, nothing in this definition shall be construed to imply that consideration is charged when the space provided to the person is complimentary from the operator and no consideration is charged to or received from any person.

(2) Hotel means any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, motel, inn, cabin, or any short-term rental property, in which rooms, lodgings, or accommodations are furnished to transients for a consideration.

- (3) Occupancy means the use or possession, or the right to use or possession, or any room, lodgings, or accommodations in any hotel.
- (4) Operator means the person operating the hotel whether as owner, lessee, or otherwise.
- (5) Person means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, receiver, trustee syndicate, or any other group or combination acting as a unit.
- (6) Remittance means received by the city Recorder.
- (7) Transient means any person who exercises occupancy or is entitled to occupancy for any rooms, lodgings, or accommodations in a hotel for a period of less than 30 continuous days.

5-703. City business license required.

No person shall conduct, keep, manage, operate or cause to be conducted, kept, managed or operated, either as owner, lessor, agent or attorney, any hotel in the city without having first obtained a valid and current city business license to do so.

5-704. Levy of tax authorized.

The Board of Alderman of the City of Sparta does hereby levy a privilege tax upon the privilege of occupancy in any hotel of each transient in the amount of four percent (4%) of the consideration charged by the operator. Such tax is a privilege tax upon the transient occupying such room and is to be collected as provided in this chapter.

5-705. Disposition of tax.

The proceeds received by the City of Sparta shall be designated and used solely to promote tourism and economic development. In the initial year, the proceeds shall be allocated to the general fund and thereafter, the proceeds may be distributed as the Board of Alderman of the City of Sparta by ordinance may direct.

5-706. Collection and refund.

Such tax shall be added by each and every operator to each invoice prepared by the operator for the occupancy of the hotel and given directly or transmitted to the transient. Such tax shall be collected by such operator from the transient and remitted to the city.

5-707. Remittance of tax.

(1) The tax hereby levied shall be remitted by all operators who lease, rent or charge for any rooms, lodgings, or accommodations in hotels within the city to the city Recorder, such tax to be remitted not later than the 20th day of each month for the preceding month. The operator is hereby required to collect the tax from the transient at the time of the presentation of the invoice for such occupancy whether prior to occupancy or after occupancy as may be custom of the operator.

(2) For the purpose of compensating the operator for remitting the tax levied by this chapter, the operator shall be allowed to deduct two percent (2%) of the amount of the tax due and remitted to the city Recorder in the form of a deduction in submitting the report and paying the amount due by such operator, provided the amount due was not delinquent at the time of payment.

5-708. Monthly tax return - annual audit.

The city Recorder shall be responsible for the collection of such tax. A monthly tax return under oath shall be filed with the city Recorder by the operator with such number of copies thereof as the city Recorder may reasonably require for the collection of such tax. The report of the operator shall include such facts and information as may be deemed reasonable for the verification of the tax due. The form of such report shall be developed by the city Recorder and approved by the Board of Alderman of the City of Sparta prior to use. The city Recorder shall have the authority and right to audit and inspect records of each operator in the city.

5-709. No advertising of rebates.

No operator of a hotel shall advertise or state in any manner whether directly or indirectly that the tax or any part thereof will be assumed or absorbed by the operator or that it will not be added to the rent, or that if added, any part will be refunded.

5-710. Delinquent taxes - interest and penalty.

Taxes collected by an operator which are not remitted to the city Recorder on or before the due dates are delinquent. An operator shall be liable for interest on such delinquent taxes from the due date at the rate of twelve percent (12%) per annum and is liable for an additional penalty of one percent (1 %) for each month or fraction thereof such taxes are delinquent. Such interest and penalty shall become a part of the tax herein required to be remitted. Each occurrence of willful refusal of an operator to collect or remit the tax or willful refusal of a transient to pay the tax imposed is unlawful and shall be punishable by a civil penalty of fifty dollars (\$50) per day per offense.

5-711. Records - inspection.

It is the duty of every operator liable for the collection and payment to the city of any tax imposed by this chapter to keep and preserve for a period of three years all records as may be necessary to determine the amount of such tax as he may have been liable for the collection of the payment to the city, which records the city Recorder shall have the right to inspect at all reasonable times.

5-712. Administration and enforcement.

The city Recorder in administering and enforcing the provisions of this chapter shall have as additional powers, those powers and duties with respect to collecting taxes as provided in Tennessee Code Annotated title 67 or otherwise by law for the county Recorders.

(1) Upon any claim of illegal assessment and collection, the taxpayer has the remedies provided in Tennessee Code Annotated, title 67, chapter 23, it being the intent of this chapter that the provision of law which applies to the recovery of state taxes illegally assessed and collected shall also apply to the tax levied under the authority of this chapter. The city Recorder shall also possess those powers and duties as provided in Tennessee Code Annotated, section 67-1-707, for the county Recorders with respect to the adjustment and refunds of such tax.

(2) With respect to the adjustment and settlement with taxpayers all errors of taxes collected by him under authority of this chapter shall be refunded by the city. The city Recorder shall have the authority to direct the refunding of same. Notice of any tax paid

under protest shall be given the city Recorder and any suit brought for recovery of tax paid under protest shall name the city Recorder.

5-713. Deposit of funds.

The city Recorder is hereby charged with the duty of collection of the tax herein authorized and shall place the proceeds of such tax in accounts within the various funds as required under section 5-705.

WHEREAS,

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF SPARTA, TENNESSEE THAT:

SECTION II. The provisions of this ordinance become effective immediately upon adoption, the public welfare requiring it.

Passed 1st reading_____, 2024

Passed 2nd reading _____, 2024

Publication date_____, 2024

CITY OF SPARTA

Jerry Lowery, Mayor

ATTEST:

Tonya R. Tindle, City Recorder

SPARTA HOTEL/MOTEL OCCUPANCY TAX RETURN

6 Liberty Square, SPARTA, TN 38583 Po Box 30, SPARTA TN, 38583

931-836-3248

DUE DATE: - Returns filed and paid in person at the tax office must be done on or before the 20th of the month for the preceding month. Returns filed and paid in person at the tax office after the 20th of the month for the preceding month are delinquent (late).

- Mailed returns and payment must be postmarked on or before the 20th of the month for the preceding month. It is strongly encouraged that you obtain a dated postal receipt to keep as proof that your return was mailed on or before the 20th of the month. Returns received by mail with postmarks after the 20th of the month for the preceding month are delinquent (late).

SHORT TERM RENTAL PERMIT HOLDERS – see Guidance before continuing**

CHECKS SHOULD BE PAYABLE TO: SPARTA CITY RECORDER

Name of Hotel, Motel, Short Term Rental _____

Address _____ Preparer _____

E-mail _____ Phone # _____

Report for calendar month ending (date) _____ Rooms rented _____

▪ Gross rent for occupancy of all rooms (1) \$ _____

▪ Deductions - see Guidance***

(Deduction Form total Column C) (2) \$ _____

▪ Taxable rents (line 1 – line 2) (3) \$ _____

▪ 4% Tax (line 3 x .04) (4) \$ _____

▪ 2% Handling fee deduction, if remitted by due date
(line 4 x .02) (5) \$ _____

▪ Computation of interest & penalty for delinquent

(late) return - see Guidance****

- Interest @ 12% per annum

(line 4 x .01 x # month(s) late) (6a) \$ _____

- Penalty @ 1% per month

(line 4 x .01 x # month(s) late) (6b) \$ _____

▪ TOTAL DUE (line 4 – line 5 + line 6a + line 6b) (7) \$ _____

I declare under penalty of perjury that this return (including any attachments) has been examined by me, and to the best of my knowledge and belief, is a true, correct, and complete return.

Signed _____ Title _____ Date _____

(CITY RECORDER USE ONLY – CHECK # _____ DATE RECEIVED _____)

(POSTMARK DATE _____)

Guidance - SPARTA Hotel/Motel Occupancy Tax Return

** Short Term Rental Permit Holders

- For short-term rental transactions that DO NOT UTILIZE a short-term rental unit marketplace, you will continue to collect the local occupancy tax, filing this return and remitting the local occupancy tax each month directly to the SPARTA City Recorder.
- For short-term rental transactions that DO UTILIZE a short-term rental unit marketplace, you will no longer be required to complete this return or remit the local occupancy tax directly to the SPARTA City Recorder each month. The short-term rental unit marketplace will collect the local occupancy tax and remit it to the Tn Dept of Revenue.

*** Deductions

- A fully completed deduction form must be included with the return if an amount is entered on line 2.
- If a tenant has maintained occupancy & paid the City of SPARTA Hotel/Motel Occupancy Tax for 30 continuous days after March 1, 2021, you may obtain a refund (deduction) on this return from the City Recorder.
- If a tenant departed during the month of March 2021, having paid the City of SPARTA Hotel/Motel Occupancy Tax and having maintained 90 days of continuous occupancy immediately before their March 2021 departure, you may obtain a refund (deduction) on this return from the City Recorder.
- Rooms rented to state and local government entities or not for profit entities are NOT exempt from paying local occupancy tax.
- Rooms rented to US Federal Government entities are exempt from paying local occupancy tax. Include the amounts for rooms rented by US Federal Government entities in line 1 of the return and note those same amounts on the deduction form. The amounts will net out to \$0 on the return, while still allowing us an audit trail for those transactions.

**** Computation of Interest & Penalty for Delinquent (Late) Return

Delinquent (late) returns do not qualify for the 2% handling deduction and will be assessed penalty (12% per annum) and interest (1% per month) or fraction thereof. "Or fraction thereof" means that any portion of a month is counted as a full month. Penalty and interest are calculated using whole months, not fractions of a month. Please see the examples below.

- A return due 9/20/20 is postmarked or filed in person after 9/20/20, but on or before 10/20/20. The return is one (1) month delinquent (late). The return does not qualify for the 2% handling deduction. Interest will be assessed @ 1% on the tax due. Penalty will be assessed @ 1% on the tax due.
- A return due 9/20/20 is postmarked or filed in person after 10/20/20, but on or before 11/20/20. The return is two (2) months delinquent (late). The return does not qualify for the 2% handling deduction. Interest will be assessed @ 2% on the tax due. Penalty will be assessed @ 2% on the tax due.
- A return due 9/20/20 is postmarked 9/24/20. The return is one (1) month delinquent (late). The return does not qualify for the 2% handling deduction. Interest will be assessed @ 1% on the tax due. Penalty will be assessed @ 1% on the tax due.
- A return due 9/20/20 is postmarked or filed in person on 9/18/20. The return is not delinquent and is eligible to take the 2% handling deduction on the tax due. No penalty or interest is assessed.
- A return due 9/20/20 is postmarked or filed in person on 9/20/20. The return is not delinquent and is eligible to take the 2% handling deduction on the tax due. No penalty or interest is assessed.

AGENDA ITEM #8

RESOLUTION

A RESOLUTION AUTHORIZING AND ESTABLISHING AN AUXILIARY POLICE OFFICER PROGRAM FOR THE CITY OF SPARTA, ENNESSEE.	RESOLUTION # 24-592
	Requested By: Sparta Police Department
	Prepared By: Tonya Tindle, City Administrator
	Approved as to form and correctness: _____ Caroline Sapp, City Attorney
	Date Passed:
	Minute Book Page

WHEREAS, the City of Sparta has an excellent Police Department; and

WHEREAS, the Department could utilize the services of Auxiliary Police Officers who are capable and willing to assist with the delivery of police services;

NOW, THEREFORE be it resolved by the Board of Mayor and Aldermen of the City of Sparta, Tennessee that the following guidelines are adopted for the purpose of establishing an Auxiliary Police force to supplement the existing Police Department:

Section 1. Auxiliary Police Unit.

The Sparta Police Department will establish an Auxiliary Police Unit and will use this unit to **supplement** the authorized numbers of full-time police officers. Auxiliary Police Officers will be assigned to assist full-time officers both in the delivery of day-to- day law enforcement and for emergencies. In no instance will Auxiliary police officers work alone as police officers.

Section 2. Requirements.

Auxiliary Police Officers must meet the same minimum standards as full-police officers:

- A. Be at least eighteen (18) years of age;
- B. Be a citizen of the United States;

- C. Be a high school graduate or possess equivalency;
- D. Not have been convicted of or pleaded guilty to any charge or violation of any felony charge or to any federal or state laws or city misdemeanors relating to force, violence, theft, dishonesty, gambling, liquor or controlled substances, and not have been released or discharged under any other than honorable discharge from any of the armed forces of the United States;
- E. Have his/her fingerprints on file with the Tennessee Bureau of Investigation;
- F. Have passed a physical examination by a licensed physician;
- G. Have a good moral character; and
- F. Be free of all apparent mental disorders that, in the opinion of a qualified mental health professional, would prevent the officer fulfilling the essential functions of the job.

Section 3. Training.

- A. Auxiliary Police Officer candidates must complete training in accordance with Peace Officer Standards and Training Commission (POST) rules before working as an Auxiliary Police Officer.
- B. Each Auxiliary Police Officer will complete in-service training each year in accordance with POST rules.
- C. The Chief of Police will develop the training curriculum or assign officers to scheduled training classes.
- D. The Auxiliary Officer will qualify at a firing range with the handgun to be carried on duty prior to any field assignment.
 - 1. Each Auxiliary Officer will qualify each year as part of the mandated in- service training program.
 - 2. Any officer not firing a passing score will not be allowed to work until he or she fires a passing score.
 - 3. If more than six months pass after a failing score without the officer firing a passing score, the officer will be removed from the Auxiliary Police Unit

Section 4. Powers.

Auxiliary officers who have successfully completed all training

requirements will be granted full police powers while serving in an on-duty status. These powers include:

- A. Powers of arrest;
- B. Privilege of carrying weapons,
- C. All other powers lawfully afforded full-time officers.

Section 5. Other Regulations.

- A. When off-duty, Auxiliary Police Officers will have no police powers. Auxiliary Officers will not make arrests under color of law or carry weapons except as provided by law.
- B. Auxiliary Officers will wear the same uniform and duty equipment as specified for full-time officers.
- C. Auxiliary Officers will be bound by the department's rules, regulations, policies and procedures, and will obey same. Violations will lead to disciplinary action or termination.
- D. Auxiliary Police Officer appointments may be withdrawn by the Chief of Police at any time. Auxiliary Police Officers have no right to appeal the Chief's decisions in this matter, and the City's personnel policies and procedures are not available to Auxiliary Officers.

Section 6. Duty Assignments.

- A. Auxiliary Officers are most commonly used to aid and supplement full-time officers.
- B. Typical duties include, but are not limited to:
 - (1) vehicle patrol with a full-time certified officer;
 - (2) traffic control at designated locations for special events;
 - (3) foot patrol at Auxiliary events or sporting events which draw large crowds;
 - (4) serving as observers in high crime areas;

(5) available as reserves in case of emergency, natural disasters, civil disturbances, etc.

- C. Auxiliary Officers are limited by POST Commission in the number of hours they work. Auxiliary Officers will not be allowed to work more than allowed hours that the POST Commission allows.

READ AND ADOPTED THIS _____ DAY OF _____, 2024.
CITY OF SPARTA

Jerry Lowery, Mayor

ATTEST:

Tonya R. Tindle, City Recorder

AGENDA ITEM #9

LEASE

THIS LEASE (the Lease), is made and entered into by and between THE CITY OF SPARTA, TENNESSEE, a municipality of the State of Tennessee, (hereinafter called Landlord), and THE WHITE COUNTY COMPREHENSIVE MULTIPURPOSE SENIOR CITIZEN CENTER (hereinafter called Tenant).

WITNESSETH:

ARTICLE I

Premises, Term, and Use

1. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by Tenant, the following described space commonly known as the Senior Citizens Center, which is located at 321 East Bronson Street, Sparta, Tennessee 38583, identified and described as the property of City of Sparta (hereinafter referred to as the Premises). Included in the Premises shall be the building commonly known as the Senior Citizen Center building, the addition on the Senior Citizens Center building, and the separate building adjacent to the Senior Citizens Building, which is commonly known as the "Treasure Chest." The building, which is commonly known and referred to as "Baker School" is not included in this Agreement.

2. Term. The term of the lease shall be _____ years, commencing on the _____ day of _____, 2024, and ending on the last day of _____, 2024, unless extended or sooner terminated as provided herein.

3. Permitted Use. The Premises shall be used for to maintain a Senior Citizens Center for men and women fifty (50) years of age and older and to provide services, including recreational, education, health, welfare, counseling, referral, and other assistance, such as volunteering, community, and civic services, and for no other use without Landlord's prior written consent.

ARTICLE 2

Rent

1. Rent. During the term of this lease, Tenant covenants and agrees to pay Landlord as rental, \$1.00 per month, totaling approximately \$12.00, paid in full annually, on December 1, of each year of this Agreement. Said rent check shall be made payable to Landlord, at City Hall, 6 Liberty Square, Sparta, Tennessee 38583, or such other place as the Landlord may designate in writing to Tenant.

2. Payment Without Demand. Time is of the essence of this Agreement, and Tenant shall pay rent herein received at the time and place specified, without deduction, notice,

or demand. Tenant expressly waives any and all requirements for written notice for nonpayment of rent.

3. Option to Renew. After the initial term of this Lease has expired, the Lease may be renewed for one (1) year term, contingent upon the following condition: To exercise the renewal option, Tenant must give written notice to Landlord at least ninety (90) days prior to the expiration of the term and each renewal option period, that Tenant elects to exercise such option, and said renewal shall be reviewed annually by Landlord, through the Mayor and Board of Alderman, for which this Agreement will either be renewed or terminated by December 15 of each year.

ARTICLE 3

Cancellation Option

Landlord may cancel this Agreement at any time by giving Tenant six (6) months prior notice.

ARTICLE 4

Insurance

1. Insurance. Landlord shall be responsible for maintaining hazard insurance/property insurance/insurance covering losses commonly insurable by extended coverage endorsement with respect to the Premises during the term, as well as paying all insurance premiums imposed upon the land. Landlord shall not be responsible for the contents belonging to Tenant, and it shall be the sole and exclusive responsibility of the Tenant, as described below, to obtain and maintain the following:

- a. Liability Insurance. Tenant, at Tenant's expense, shall procure and maintain throughout the term of this Lease, liability insurance covering the Premises, and the use and occupancy of the same, including any adjoining sidewalks, and parking areas, an insurance company(ies) acceptable to Landlord and licensed to do business in Tennessee, under a policy satisfactory in form to Landlord, naming Landlord as an additional insured, with limits not less than One Million Dollars (\$1,000,000.00) minimum per occurrence; Two Million Dollars (\$2,000,000.00) aggregate. The policy or policies shall contain the provision that the policy may not be cancelled without first giving Landlord not less than thirty (30) days prior written notice. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than five (5) days prior to each effective date.
- b. Personal Property Insurance. It shall be Tenant's sole responsibility to insure and keep insured, at Tenant's expense, all personal property, including but not limited to, equipment, fixtures, and inventory, which are owned by Tenant, or any authorized occupant of the Premises, and which is placed or stored at the Premises or elsewhere in the building of which

they are a party; and it is agreed that Landlord shall have no responsibility to effect such insurance.

- c. Tenant shall also be responsible for the alarm contract.
- d. Any and all insurance policies shall name and include Landlord as an additional insured.

ARTICLE 5

Indemnification of Landlord

Landlord shall not be liable for any loss, damage, or injury to person(s) and/or property occurring, regardless of the cause, in or about the Premises; Tenant shall indemnify and hold Landlord harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, as well as any all judgments resulting therefrom and shall reimburse Landlord for all costs and expenses, including attorney's fees paid or incurred by Landlord as a result thereof. Without in any way limiting the general language of the sentence immediately preceding, Landlord shall not be liable for the loss of, or damage, to any property at any time located in or about the Premises, whether or not Tenant is the owner thereof, including, but not limited to, any loss, damage, or injury resulting from steam, gas, electric, water, rain, snow, ice, and/or other substances which may leak into or issue or flow from any part of the Premises or from the pipes or plumbing work of the Premises, or from or into any other place or quarter. Landlord shall be under no liability to Tenant on account of any discontinuances of heat, electricity, water, sewer, air conditioning, sprinkler, gas, and/or other utility, convenience, service, or facility—however such discontinuance may be caused—and shall be under no obligation to see that such discontinuation is rectified, and no such discontinuance shall constitute constructive eviction or any ground for termination of this Agreement by Tenant.

ARTICLE 6

Maintenance, Repairs, and Alterations

1. Obligations of Tenant. Except for the repairs required of Landlord pursuant to Section 2 of this Paragraph, Tenant shall repair and maintain the Premises, inside and outside, in good order, condition, and repair (including any such replacement or restoration as is required for that purpose) without limitation, including but not limited to, interior and exterior painting, all plate glass, windows, doors, hardware, plumbing lines and fixture, gas pipes, electric wiring, electric fixtures and equipment lights, fixtures, bulbs, heating, ventilating, and air conditioning systems, walls, floor, sprinkler system, floor coverings, ceilings, all machinery, equipment and facilities forming a part of the Premises. Should Tenant fail to make any repairs or restorations for which Tenant is responsible under this Lease, Landlord may, but will not be obligated to, make the same at Tenant's expense, and the cost thereof shall be considered additional rent due hereunder and payable immediately.

2. Obligations of Landlord. Except for any repairs necessitated by the negligent acts or omissions of Tenant, its agents, servants, invitees, or by any unusual use of the Premises by Tenant, Landlord shall repair and maintain in good order and condition and replace, when necessary, the roof and structural portions of the building, including bearing walls, foundation, and roof. Landlord shall be responsible for mowing the Premises.

3. Alterations and Additions. Tenant shall not make any alterations or additions to Premises without Landlord's prior written consent. Landlord shall not be liable for the cost of any alterations or additions, all of which are hereinafter referred to in this paragraph as "alterations" made by Tenant. Tenant shall indemnify and hold Landlord harmless on account for claims for mechanics', materialmen's, or other liens in connection with any alterations made by Tenant, and such liens shall exist only against Tenant's leasehold interest, and not against Landlord's interest, whether in fee or otherwise. Upon Landlord's request, Tenant shall provide Landlord a waiver of liens from any contractor performing work to the Premises. All alterations made, or that may be made, by either of the parties, shall inure to Landlord's benefit and shall become a part of the Premises and shall belong to Landlord absolutely as soon as made.

ARTICLE 7

Damage or Destruction by Fire or Other Casualty

If the Premises are damaged or destroyed by fire or other casualty to such an extent that Tenant cannot conduct its business and that the Premises cannot be restored to its previous condition within ninety (90) days, then either party may terminate this Lease by giving written notice to the other, with the rent abating from the date of the occurrence of damage. If the damage can be restored within a ninety (90) day period, then Landlord shall proceed with the restoration and rent shall proportionally abate during the period of construction to the extent to which the making of repairs shall interfere with the business of Tenant.

ARTICLE 8

Uses Prohibited

The premises and all buildings and improvements thereon shall, during the term of this Lease, be used only and exclusively for the purposes as set forth in Article 1, section 3, and no part of the Premises or improvements thereon shall be used in any manner whatsoever for any purpose in violations of the laws, ordinances, regulations, or orders of the United States, or of the State of Tennessee, County, and/or City where the Premises is located. Tenant shall not knowingly use or occupy the Premises or any part thereof, or suffer or permit the same to be used or occupied for any business or purpose deemed hazardous on account of fire or otherwise. Tenant covenants and agrees that Tenant will not create, maintain, permit, or otherwise to create or maintain, any nuisance, including but not limited to, loud noises, sound effect, offensive odors, smoke, or dust, in or about the Premises. Tenant shall comply with in all respects with all applicable federal,

state, and local laws, rules, regulations, and orders, including but not limited to, emissions, discharges, releases, or threatened releases of pollutants, contaminants, or hazardous or toxic materials or waters into the air, water, or land, or otherwise relating to the manufacture, processing, or distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic materials and waste. Tenant shall indemnify, defend, and hold Landlord harmless from and against any loss, cost, damage, or expense, including but not limited to, attorneys' fees and costs of site investigation and clean up, incurred by or imposed upon Landlord as a result of a breach of Tenant's obligations in this Article.

ARTICLE 9

Condition and Care of Premises

Tenant acknowledges that he/she/they have examined the Premises and accepts them as being in good condition and state of repair and the capacity of mechanical equipment (electrical, plumbing, heating and air conditioning), if any, is of adequate capacity for Tenant's use, and Landlord does not warrant their condition in any respect.

Tenant, at his/her/their own expense, shall keep the premises clean, neat, and free from trash and rubbish, and shall not commit, or permit others to commit any waste, damage, or injury to the Premises or the building by Tenant, his/her/their invitees, or other persons who Tenant permits to be in or about the Premises. Tenant shall use reasonable diligence to keep the sidewalks adjoining the Premises, if any, free from ice and snow, and at all times, clean and free of trash, litter, or obstructions of any kind. Tenant agrees to maintain a fully charged fire extinguisher of adequate capacity for use within the Premises.

ARTICLE 10

Landlord's Right to go on Premises

Tenant shall permit Landlord and/or Landlord's agents or employees, at all reasonable hours, to enter and examine the Premises, and/or to show the Premises to person(s) wishing to rent or purchase the same, or to make repairs, alterations, or other work thereto taking any space needed therefore, and no compensation shall be asked or claim made by Tenant by reason of any inconvenience or annoyance arising from anything that may be done in repairing, altering, working or protecting the Premises or buildings of which may be the same part, however, the necessity may arise, but this Paragraph shall not be construed as imposing any duty on Landlord to make repairs, alterations, or additions.

ARTICLE 11

Utilities and Services

Tenant shall pay for all gas, electricity, heat, water, and sewer charges, and all other utilities used on or about the Premises, and shall pay any charges of any company furnishing water or pressure for any sprinkler system, fire hydrants, or standpipe serving the Premises. Tenant shall maintain heat in the Premises as necessary to prevent the freezing of plumbing and/or any sprinkler system.

ARTICLE 12

No Assignment or Subletting

Tenant shall not assign or transfer this Lease or any part thereof nor shall the Premises be sublet in whole, or in part, without Landlord's prior written consent.

ARTICLE 13

Attorney's Fees of Landlord

If Landlord, in Landlord's sole discretion, shall deem it necessary to employ an attorney to assert any right of Landlord or enforce any obligation of Tenant hereunder, after default by Tenant, Landlord shall be entitled to recover, in addition to the other costs and expenses herein provided for, the reasonable costs and charges of such attorney and any court costs.

ARTICLE 14

Removal of Fixtures

Provided Tenant is not in default hereinunder, Tenant shall have the right, on or before termination of this Lease, to remove any trade fixtures that were purchased and/or provided by Tenant, and which are susceptible of being removed without damage to the building or Premises, provided Tenant exercises such right before this Lease is terminated, and provided Tenant furnishes Landlord, in advance, security, satisfactory to Landlord, that the building and Premises will be restored to its original condition at Tenant's expense immediately after such removal. This right of removal shall not include any right to remove any heating, air conditioning, plumbing, wiring, linoleum, tile, or carpeting, and shall not, as a matter of course, include any fixtures that were furnished or paid for by Landlord. Any such items remaining on the Premises or in the building after such date of termination shall, at Landlord's option, shall be deemed the property of Landlord for such disposition as Landlord sees fit or Landlord may require Tenant to remove all of Tenant's property.

ARTICLE 15

Waiver Provisions

The failure of Landlord to insist on strict performance of any of the terms, conditions, and/or covenants herein shall not be deemed a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach in the terms, conditions, and covenants herein contained, except as may be expressly waived.

ARTICLE 16

Default Provisions

If Tenant fails to pay the rental herein reserved when and as the same shall become due and payable, or fail to keep and perform any other covenants or agreements herein set out, Landlord shall, prior to taking other action in regard thereto, give Tenant thirty (30) days written notice of such default. If Tenant does not cure the default complained of within said period, Landlord, may, at Landlord's election, institute suit for any rental due, or may correct any such default and institute suit for reimbursement for such expenses, or may terminate this Lease and re-enter and take possession thereof. Tenant waives all requirements of notice to vacate and agrees to surrender possession of the Premises. Should it become necessary for Landlord to take legal action to enforce the terms of this Lease, Tenant agrees to pay all of Landlord's expenses, including reasonable attorney's fees and court costs.

In the event Landlord takes possession of the Premises as hereinabove provided, the only responsibility of Landlord shall be to offer the Premises for rent and make usual and customary efforts to re-rent the same and hold Tenant liable for any deficiency between the amount which Tenant is obligated to pay under this Lease and for any other damages suffered by Landlord.

ARTICLE 17

Notice Requirements

All notices required or permitted by the terms of this Lease, or required by law, shall be given by United States, certified mail, addressed to Tenant on the Premises, and addressed to the Landlord at City Hall, 6 Liberty Square, Sparta, Tennessee 38583. The date when such notice shall be deemed to have been given shall be the date when the certified mail is deposited in the United States mail, postage prepaid, in accordance with the provisions of this Article.

Any address or addressees herein specified may be changed from time to time, by either party, by written notice, given to the other party as above provided; such change of address or addresses to become effective at the expiration of five (5) calendar days from the date of the notice of change.

ARTICLE 18

Condemnation

In the event that during the term of this Lease or any extension or renewal thereof either the entire Premises or the building of which the Premises are a part, or such substantial part of either as to render the remaining Premises or building untenable, are acquired by government or quasi-governmental authority by exercise of the power of eminent domain, this Lease shall terminate at the time possession must be surrendered to such authority for all purposes and prepaid or unpaid rent shall be adjusted between the parties as of such date. In the event that only such portion of the Premises or the building is acquired by such authority by the exercise of such power as will leave the remaining Premises in a condition suitable for use by Tenant in its business, the monthly rental payments, from this date of such acquisition to the end of the original, or any extended term hereof, shall be reduced in proportion to the resulting loss of use of said Premises by Tenant, but such reduction shall not exceed Landlord's award attributable to the Premises. In the event of such partial acquisition and reduction in rent, Landlord agrees to promptly make, at Landlord's expense, all necessary alterations and repairs, which shall be required because of such partial acquisitions by eminent domain, to restore the Premises to a safe and tenantable condition, but only to the extent of the proceeds of condemnation made available to Landlord. Tenant shall have no claim against Landlord or the condemning authority for any acquisition of the leasehold interest, provided nothing herein contained shall in any way prejudice or interfere with any claim which Tenant may have against the authority exercising the power of eminent domain for damages or otherwise for destruction or interference with the business of Tenant in the Premises so long as such claim does not diminish Landlord's claim. For purposes of this Paragraph, acquisition of all or a part of the Premises by a governmental or quasi-governmental authority by means of voluntary negotiations and contract shall be deemed to be acquisition of the power of eminent domain.

ARTICLE 19

Terminology

Whenever Landlord and Tenant are herein referred to, such reference shall be construed as applying to their respective successors in interest, and in the singular or plural, and in the masculine, feminine, whichever is properly applicable.

ARTICLE 20

Captions

The captions of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

ARTICLE 21

Entire Agreement

This Lease contains the entire Agreement between the parties hereto and may not be modified in any manner unless by agreement, in writing, signed by all parties hereto or their successors in interest.

ARTICLE 22

Partial Invalidity

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

ARTICLE 23

Laws of Tennessee

This Agreement is deemed made in White County, Tennessee, and is to be construed and enforced in accordance with the laws of Tennessee. This Agreement will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto.

ARTICLE 24

Compliance with Laws

Tenant agrees to comply with laws of the State of Tennessee and the United States of America, and Tenant agrees to conform to and abide by all State and Federal laws and regulations, and/or other applicable agencies laws and/or regulations regarding said Premises or the use thereof.

ARTICLE 25

Relationship of the Parties

It is understood and agreed that the relationship of the parties hereto is strictly that of Landlord and Tenant.

ARTICLE 26

Limitation of Liability

Notwithstanding any provision herein to the contrary, Tenant shall look solely to the equity of Landlord in and to the Premises in the event of a breach or default by Landlord, pursuant to the provisions of this Lease, and Tenant agrees that the liability of Landlord under this Lease shall not exceed the value of such equity of Landlord in the Premises. No other properties or assets of Landlord shall be subject to levy, execution, or other enforcement procedures for the satisfaction of any judgment arising out of it, or in connection with this Lease.

IN TESTIMONY WHEREOF, the parties hereto have caused their names to be signed to multiple copies of this Lease as of the date identified below in this Agreement, all copies constituting, however, but one lease.

LANDLORD:

IN TESTIMONY WHEREOF, I have hereunto subscribed my name as Mayor for the City of Sparta, Tennessee, on this the _____ day of _____, 2024.

JERRY LOWERY
MAYOR OF THE CITY OF SPARTA

ATTEST:

TONYA R. TINDLE
CITY RECORDER

TENANT:

IN TESTIMONY WHEREOF, I have hereunto subscribed my name as Director for the White County Comprehensive Multipurpose Senior Citizen Center on this the _____ day of _____, 2024.

SENIOR CITIZEN CENTER DIRECTOR

STATE OF TENNESSEE)
COUNTY OF WHITE)

Personally appeared before, the undersigned, a Notary Public, in and for said County and State, the within named _____, with whom I am personally acquainted, or provided to me upon the basis of satisfactory evidence, and who, upon oath, acknowledged the she/he executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL, this _____ day of _____, 2024.

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF WHITE)

Personally appeared before, the undersigned, a Notary Public, in and for said County and State, the within named Executive Director of the White County Comprehensive Multipurpose Senior Citizen Center, _____, with whom I am personally acquainted, or provided to me upon the basis of satisfactory evidence, and who, upon oath, acknowledged the she/he executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL, this _____ day of _____, 2024.

My Commission Expires: _____

AGENDA ITEM #10

Liquidity Services Brands

About Us | Buy | Sell | FAQ | Contact Us |  View Canada



 English

Welcome, Dillard    1 Items

Shop By Category

Search Assets

Location Search

Closing Today

New Listings



Advanced Search

Lots Won

My Bids – Lots Won

All Payment Methods

▼ Lots Won Seller Payment

Asset Description	Auction End	Sold Amount	Buyer's Premium	Estimated Tax	Additional Fees	Total Due
Kohler Power Systems 550 generator with LOT# 395-450	February 04, 2024 08:19 AM CST	73,500.00	0.00	0.00	0.00	73,500.00

Certificate

6 Months

Auction End Ascending

► Lots Completed

Get to Know Us

Careers
About GovDeals
About Liquidity Services
In The News
Blog

Buy From Us
How To Buy

Sell With Us

How To Sell
Become A Seller

Need Help?

Advanced Search
Contact Us

 Chat

Tonya Tindle

From: Travis, Tonya <tonya.travis@tennessee.edu>
Sent: Thursday, December 14, 2023 2:49 PM
To: Tonya Tindle
Subject: RE: govdeals

Transformer

[EXTERNAL EMAIL] CAUTION: This is an external email that originated from outside our email system. Do not click links or open attachments unless you recognize and trust the sender. If in doubt, call sender at a number you already know before clicking links or attachments.

I don't know that there is a specific rule for purchasing on govdeals but TCA addresses purchases of property at public auctions in 12-2-421 I have included the requirements below and I have included information from the MTAS purchasing guide. You may want to check your purchasing policy and make sure it does not address it as well. If it does address it, you will of course need to follow your policy also.

12-2-421. Purchases of property at public auctions — Reporting.

(a) Notwithstanding the requirements of its charter, or any other law, any municipality or county may purchase at any publicly advertised auction new or secondhand articles or equipment or other materials, supplies, commodities and equipment without public advertisement and competitive bidding. The governing body shall establish written procedures governing purchases at publicly advertised auctions.

(b) If a municipality or county purchases any materials, supplies, commodities or equipment at a publicly advertised auction pursuant to subsection (a), then the purchasing official shall report the following information to the governing body of the municipality or county making such purchase:

- (1) A description of the materials, supplies, commodities or equipment that was purchased;
- (2) The auction where such items were purchased;
- (3) The purchase price of such items; and
- (4) The vendor of such materials, supplies, commodities or equipment.

Purchase of Property at Public Auctions T.C.A. § 12-2-421 authorizes local governments to purchase new or used equipment, materials, supplies, and commodities at publicly advertised auctions without public advertisement and competitive bidding. This statute authorizes a municipality to establish written procedures governing purchases at publicly advertised auctions. It also establishes fixed reporting requirements for the purchasing official. Hope this is helpful.

Tonya Travis, CGFM, CMFO
Finance & Accounting Consultant
UT Municipal Technical Advisory Service



INSTITUTE for PUBLIC SERVICE

226 Anne Dallas Dudley Blvd
Nashville, Tennessee 37219

Miscellaneous Information

Sparta Electric System

1/26/2024 TO 2/9/2024

- Outages- Knollcrest Dr- Breakers, 208 Cliffview Dr- Connection, King St- fuse, NHC- fuse, Valley View Dr- Squirrel
- Removing old phone lines hanging down and wrapped around poles
- Re-Sagged Primary Lines – S Camp Heights
- Replace Street Light Pole- Mose Dr.
- Removing Poles, Lights, Wire – Old Little League Ballfield
- Set 2 – 40' Poles and Build Primary and Secondary lines to White County High School Softball Facility. Connected New Service.
- Completed Pole Top Rescue Training
- 2 attended Transformer School – Murfreesboro
- Straightened and re-secured poles on Gaines St.
- Installed New Street Light Approved by Board – Sugar Hill Dr.
- Disconnected Lines from Weather-Head and Re-connected – 225 Choff Ln
- Woodland Park application completed for Energy Right School Uplift Program
- Street and Security Light Maintenance
- Underground Locates

Kirk's Notes February 1st thru February 15th

Calls:

Feb 1st Assist Police 304 South Young St

Feb 1st LZ Setup 401 Sewell Dr

Feb 4th LZ Setup 401 Sewell Dr

Feb 4th Structure Fire 480 Rice Barnes Ln

Feb 4th Medical 18 Whispering Pines Dr

Feb 5th Fire Alarm 267 Allen Dr

Feb 5th Fire Alarm 267 Allen Dr

Feb 6th Medical 304 South Young St

Feb 7th Grass Fire Hwy 111 @ O'Conner Rd

Feb 9th Fire Investigation Hwy 111 under the bridge at Calfkiler

Feb 9th Fire Alarm 327 Turntable Rd

Feb 10th Medical 102 South Spring St

Totals:

Assist Police – 1

LZ Setup – 2

Structure Fire – 1

Medical – 3

Fire Alarm – 3

Grass Fire – 1

Fire Investigation – 1

Other:

We have new standing orders from WCEMS for our EMR'S, EMT'S, and Paramedics. We are currently updating our personal and jump bags.



CITY OF SPARTA
POLICE DEPARTMENT

TENNESSEE

323 E. Bockman Way Sparta, TN 38583
P (931) 836-3734 F (931) 836-3086



Board Notes

January Calls- 563

YTD 2024 Calls - 727

Re-working the field training program.

Working on updating policies.

David Vance, Austin Mccoy, Brandon Farris, Devin Moore attended class and is now certified in Radar / Lidar

Brent Copeland, Tony Copeland, Charlie Sims attended a Death investigation class in Nashville, TN.

Most bulletproof vests have been received and have been issued (grant-funded purchase)

Nick Dunn is attending classes for: K-12 School Based Response, Recruitment and Retention for Law Enforcement, School Vulnerability Assessments, Internal Affairs Investigations for Administrators, and The Leadership Role in Public Service.

Public Works

February 15, 2024

WATER OPERATING

Repaired several main line leaks.

Used long arm excavator to move sludge from one basin to the other.

Washed trucks and equipment.

Hauled rock and built pit for rock and cold mix to prevent waste.

Repaired yards due to previous leaks.

Repaired flock drive gear box at water plant.

WATER PLANT

Water employees worked on moving the sludge from one basin to the other. Now we can produce water and backwash the filters. We will have to take materials off site next time sludge is removed. It will have to either go to a landfill or be land applied. We will either need a landfill to go to or, the equipment to spread sludge along with the land to spread the sludge.

All equipment is working as it should at this time.

SEWER OPERATING

Locates for contractors and utilities.

Checked pump stations daily. Maintenance on above and underground stations as well.

7 work orders.

Cleaned check valves at South Carter. Were clogged due to debris. Muffin Monster was re installed this week to prevent debris from stopping up air release valves.

Flushed, camera and repaired 8 inch sewer line on Bockman Way in front of Autozone. Line had collapsed and repaired were needed.

SEWER PLANT

Plant is operating at normal capacities.

Still contracting out sludge to be hauled to Red Boiling Springs.

STREET DEPARMENT

Salted was ordered and delivered to garage. We are ready for the next snow/ice.

Patched pot holes due to weather and utility cuts from water leaks.

Stripped parking lot at Firehall and YMCA.

Worked on Ball fields behind YMCA. Fence, dug outs, poles, concession stand and press boxes are all being removed for new park to be built.

Picked up more cold mix from Chattanooga for road repairs.

SANITATION

Still having issues in Morrison with trash delivery. Southern Central has lack of trailers, drivers or they are full and are not receiving trash. It has backed our trash routine as we had two trailers and all our trucks were full last week at one point and time. We couldn't pick up trash because we didn't have anywhere to put the trash.

Road tractor was in shop having a clutch fan installed last week.

New sideload trash truck is in Murfreesboro for warranty issues.

Back up front load truck in at International to install ring and pinion in rear end.

City Administrator Report

February 15, 2024

TDOT GRANTS

TDOT Multimodal Access Grant- Along the West side of North Spring Street from Bockman Way to Turntable Road

***** No Status change on this project since the February 1, 2024 meeting.**

- Contract has been approved and signed by the City and TDOT.
- Working on NEPA and Section 106 Assessment
- Project Description – The proposed SR289/North Spring Street Sidewalk Enhancement Project will improve a 4,130-foot section of road between the intersection of SR289 and the intersection of SR1 and Turntable Road. This is Phase 1 of providing safe pedestrian travel from residential areas and businesses to medical facilities including dental offices, medical doctor's offices, and St. Thomas Highlands Hospital as well as White County High School, White County Middle School, Sparta YMCA/Recreational Complex, restaurants, convenient stores, and churches. Most of the proposed project section has no existing sidewalk. In the small portions of the sections that do, the sidewalks are deteriorating and are not ADA compliant. The proposal is to add curb, buffer, and sidewalk to this route, as well as ADA compliant ramps, crosswalks, and signalization to enhance pedestrian safety. Future Phase 2 of this project would extend the work of this phase north to St. Thomas Highlands hospital and doctor's offices at the intersection of SR 289 and Sewell Drive.
- Anticipated costs at this time ((TDOT - \$950,000.00 (95%)) ((City – at least \$50,000.00 (5%))
- **\$1,000,000.00 is maximum amount of grant, meaning that if costs increase above \$1,000,000.00, the city will have to pay the initial \$50,000.00 plus any amount over \$1,000,000.00.
- Request for Qualifications approved by TDOT and was sent out on January 27, 2023.
- Gresham Smith & Partners Engineering firm has been selected per the procurement process and contracts were signed at the February 1, 2024 meeting.
- Wisner Consultants have conducted the environmental survey.
- Anticipated completion date is Fall 2025.

Tennessee Housing Development Agency Grant

H O M E (Home Investment Partnerships Program) (HUD)

***** NO Status change on this project since the February 1, 2024 meeting.**

- Project Description – To provide rehabilitation of existing single-family housing units within the boundaries of Sparta, TN. Each project selected will be rehabilitated to the international building code and laws and ordinances of Sparta, TN. If the project cannot be rehabilitated to code standards within the allowed funds per project, the home will be demolished and reconstructed. All projects will be for existing family homes which are the principal residences of low-income households. All homeowners will sign a forgivable loan (deed of trust).
- Grant Award Amount - \$375,000.00 (no city match)

- This project is to accomplish two demolitions: 346 Burley Street & 225 S. Camp Heights.
- Environmental Reviews for first two home grant applicants approved and scheduled the bid openings for 346 Burley Street and 225 S. Camp Heights Drive on April 18, 2023.
- Bids came in over budget and White County shared their THDA funds with City to complete the demo and rebuild of both houses.
- House at 346 Burley Street has been demolished.
- Houses at both addresses have been completed.
- Awaiting final Reimbursement from State.

2022 Community Development Block Grant (CDBG) Grant

Communities Development Grant – Administered by UCDD

*** Status change since the February 1, 2024 meeting.

- Project Description – Perform smoke testing and closed- circuit television (CCTV) inspection of sewer lines and manholes, followed by rehab of identified sewer lines and manholes in three target areas, S. Carter Street, Highway 111 and Vista/ Drive Turntable Road.
- Budget (Total - \$884,000.00) (CDBG portion - \$600,000.00) (City portion - \$284,000.00)
- Smoke testing completed April 2023.
- CCTV camera bids opened August 10, 2023, to be approved at August 17 meeting.
- CCTV camera bid awarded to Pipeworks, LLC.
- Pre-construction meeting went well.
- Pipeworks, LLC has started camera work.
- Change order #1 to be approved for additional CCTV work.
- Pipeworks, LLC have completed the camera work.

In-house Construction Projects

Lights for Carter Street Walking Trail

*** No Status change since the February 1, 2024 meeting.

- Project Description – Purchase of twenty-nine (29) Decorative Lights and electrical supplies for Walking Trail improvements beginning at the Pedestrian Walking Bridge at South Carter Park and extending all along North Carter Street. The Public Works Department will extend the sidewalk Street from its termination point up to meet the end of North Carter Street. The Public Works Department and Electric Department will work together to install the lights.
- Project Cost – ((\$106,640.00 – lights (already purchased and delivered)) (est. \$5,000 – concrete)
- Tentative Completion Schedule – Summer 2024

Railroad Walking Bridge Rehab

*** No Status change since the February 1, 2024 meeting.

- The railroad timbers on the Railroad Walking Bridge need to be replaced due to much needed repairs. The city will install them. Sealed bids were approved and sent out with no replies.
- Redesigning of timber system to a concrete walkway undergoing evaluation.

- Tentative Completion Schedule – Spring 2024

Gaines Street handicapped sidewalks

*** No Status change since the February 1, 2024 meeting.

- This street is in need of paving and will have to be milled beforehand. Sidewalks will be installed after street is paved.

Ymca Generator

*** No Status change since the February 1, 2024 meeting.

- We are in the process of receiving quotes for electrical installation.

Water System Hydraulic Study

*** No Status change since the February 1, 2024 meeting.

- The current water study we have was completed by Hethcoat and Davis Engineers in approximately 2008. TDEC is now requiring more information to install and upgrade our water lines. This study is necessary to keep our water lines up to date.
- Contract with Hethcoat & Davis Engineers to conduct study was approved at the February 1, 2024 board meeting.
- Gis and Electric gathering information needed for the study.
- Hethcoat & Davis completing study at this time.

Taft Church Turn Signal

*** NO Status change since the February 1, 2024 meeting.

- There is discussion with TDOT regarding installing a second left turn signal. The needed upgrades to the light are being evaluated and a cost estimate was sent to the State. TDOT is willing to work with us on the design and possible cost sharing.

Water Plant Flocculators Upgrade

*** Status change since the February 1, 2024 meeting.

- Contract with Hethcoat & Davis Engineers to design and bid the project was approved at the February 1, 2024 board meeting.
- Structural Engineers inspected water plant for design.
- Proposal has been submitted by Hethcoat & Davis.

Water Plant Sludge Belt Press

*** No Status change since the February 1, 2024 meeting.

- Contract with Hethcoat & Davis Engineers to design and bid the project was approved at the February 1, 2024 board meeting.

Splash Pad Park

*** Status change since the February 1, 2024 meeting.

- Gresham Smith & Partners engineers selected through RFQ process and their contract under evaluation.
- Allen Maples contracted to do the land survey required.
- Survey completed and meeting with Gresham Smith on Thursday 2/1/24 for design meeting.
- Demolition of old ball field in progress.

Relocation of Dog Pound

*** Status change since the February 1, 2024 meeting.

- Getting quotes for materials and concrete to erect new dog pound.

Street Paving

*** NO Status change since the February 1, 2024 meeting.

- Additional roads were paved during Fall Break and then striped.
- Various parking lots have been sealed and re-striped.

Remaining roads will be evaluated for the next years paving schedule and an updated list will be made available as soon as it is completed.

Sewer

Consent Order

- September 17, 2022 - \$4,514.50 (25% of Up-front penalty) paid
- **3 Manhole Rehab project on S.R. 111 (\$60,000 to Norris Brothers) should count as Supplemental Environmental Project (SEP) and if counted, the city will not have to pay any additional Up-front penalty. The city is to notify TDEC when (SEP) is complete.
- September 19 and September 21, 2022 – Hethcoat-Davis submitted Overflow Reports to TDEC outlining extenuating and mitigating circumstances for review to possibly gain minimization or outright relief from the sewer availability moratorium.
- October 14, 2022 – Sewer Overflow Response Plan (SORP) was submitted to TDEC by Hethcoat-Davis. If initially approved, must be implemented by December 12, 2022. If modified, then must be implemented within 60 days of state approval.
- eMor- electronic Monthly Operating Report starts this month. Per Dillard, Fred Currier (Sewer Plant Manager) is working on this.
- November 10, 2022 meeting with TDEC with Hethcoat & Davis to go over Overflow Reports and possibly gain minimization or relief from the moratorium. Waiting response from TDEC.
- Mid-December, 2022 - Sewer Overflow Response Plan to be implemented if initially approved.

- December 14, 2022 – Collection System Corrective Action Plan/Engineering Report completed. It is a description of completed projects and future plans to correct problems and establishes timelines for both interim and permanent plans. (Must implement within 120 days of approval, expect mid-late 2023). City to notify TDEC of implementation date in writing. The city has 5 years to complete the corrective action plan (mid-late 2028).
- Annual Report due March 31, 2023 and March 31 each year thereafter.
- Mid-April, 2023 – Corrective Action Plan implementation expected.
- April 13, 2023 – Summary of Capacity, Management, Operations, and Maintenance programs (CMOM) has been filed with TDEC.
- May 26, 2023 – SEP verification submitted
- August 29, 2023 – CAP/ER and SORP approved. CMOM still under review.
- DL Every 30 Days – submit a report of each overflow and release reported to TDEC
- DL Before 12/27/2023 – at the time of initiation of CAP/ER – notify TDEC in writing
- DL 12/27/2023 – initiate actions outlined in CAP/ER
- DL 06/20/2027 – Achieve substantial compliance with the Permit – Consent Order closed.
- DL 08/29/2028 – CAP/ER scheduled activities completed within 5 years – TDEC notified.
- DL 02/25/2029 – final report to TDEC on completion of CAP/ER.
- Letter received from TDEC granting the City sewer credits to allow connections at the City's discretion.

Vacant 205 W. Bockman Way Building

*** No Status change since the February 1, 2024 meeting.

- The city codes / street department has looked at the building and it can be converted to an open-air pavilion. The skate park equipment could easily be moved to this location too.

Vacant 136 Baker Street Building

*** No Status change since the February 1, 2024 meeting.

- Douglas Cherokee elderly housing has been contacted regarding the purchase

Legal and Contracts

- Senior Citizens Building Lease agreement – to be approved at February 15 meeting.
- Subdivision Regulations updated from 1992 version. This is currently being reviewed by UCDD.
- Hotel / Motel / Air BNB tax – Ordinance to be passed on first reading, February 15 meeting.